

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant The MWW Group 1747 Pennsylvania Ave., N.W. Suite 1150 Washington, DC 20006		2. Registration No. 05389
3. Name of foreign principal Bell Pottinger Communications, Ltd.	4. Principal address of foreign principal 14 Curzon Street London W1J5HN United Kingdom	
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: N/A a) Branch or agency represented by the registrant. b) Name and title of official with whom registrant deals.		
7. If the foreign principal is a foreign political party, state: N/A a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim		

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Public Relations

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

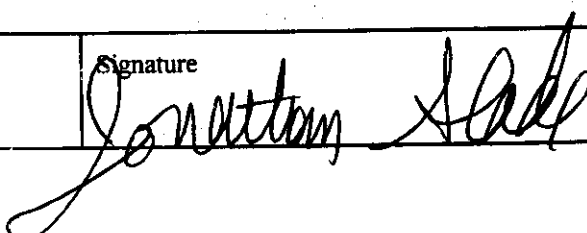
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Bell Pottinger is a privately-owned, independent public relations firm. Bell Pottinger has been retained by the Executive Branch of Sri Lanka as its primary public relations advisor in the U.S. and the U.K., and in turn has retained MWW to provide related support services.

Date of Exhibit A	Name and Title	Signature
	SENR. VP	

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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant The MWW Group	2. Registration No. 05389
3. Name of Foreign Principal Bell Pottinger Communications, Ltd.	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provides information and assists in contacting government officials regarding U.S. - Sri Lanka bilateral relations.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provides information and assists in contacting government officials regarding U.S. - Sri Lanka bilateral relations.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant may engage in political activities as defined in Section 1 (O) of the Act on behalf of the foreign principal, in conjunction with the Registrant's services as defined in Line 7 above. The Registrant's activities may involve communications with officials in the Executive and Legislative Branches.

Date of Exhibit B	Name and Title	Signature
N/A	Jonathan Slade Senior Vice President	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

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MWW ACCOUNTING

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AGREEMENT BETWEEN

MWW GROUP

AND

BELL POTTINGER COMMUNICATIONS LTD

DATED: 26th October 2001

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Clause 1: Date of Agreement and Parties

The agreement is effective from 22nd October 2001, the "Effective Date".

Between

- (1) The MWW Group, a company incorporated in the State of Delaware, United States with a Federal I.D #22-3753832, whose registered office is at 1 Meadowlands Plaza, 6th Floor, East Rutherford, New Jersey (U.S.A) 07073.

And

- (2) Bell Pottinger Communications Ltd, a company incorporated in England and Wales with registered number 2831144, whose registered office is at 14 Curzon Street, London W1J 6HN, United Kingdom.

Clause 2: Agreement to act as Consultancy

The provision of services, by MWW Group is subject to the following terms and conditions. Special terms and conditions shall be of no effect unless a director or other duly authorised representative of Bell Pottinger and MWW specifically agrees them in writing.

Clause 3: Term of Appointment

This agreement shall commence on 5th October 2001 (the "Commencement Date") and shall continue for a minimum term of six (6) months. After the expiration of the minimum term this Agreement may be terminated by either party upon thirty (30) days advance written notice.

Clause 4: Copyright and other intellectual property rights

4.1

The copyright in all artwork, copy and other work produced by or assigned to MWW Group rests with MWW Group unless duly assigned under the UK Copyright Design and Patents Act 1988. On payment in full by Bell Pottinger of all amounts owing to MWW Group, any copyright lawfully assigned by subcontractors and their agents to MWW Group and MWW Group's own copyright will be assigned to Bell Pottinger unless other arrangements are made.

Clause 5: Rights and obligations

The rights and obligations of MWW Group and Bell Pottinger under this agreement cannot be transferred to any other person, without the written consent of the other party.

Clause 6: Termination

6.1

In addition to any other rights or remedies, either party may, by giving written notice (see Clause 3), terminate the agreement:

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6.1.1 if the other enters into compulsory or voluntary liquidation or makes any arrangement or composition with its creditors.

6.1.2 If a receiver is appointed or other encumbrancer takes possession of any of the assets of the other party.

6.1.3 if the other party ceases to carry on business.

6.2 The termination of the agreement for any reason shall not affect those provisions having effect after termination.

6.3 The termination of the agreement for any reason shall not affect any right or remedy arising from any breach of these terms and conditions which took place prior to such termination.

Clause 7: Warranties and indemnities

7.1 Bell Pottinger warrants that to the best of its knowledge, information and belief all information supplied to MWW Group by Bell Pottinger before and during the term will be accurate.

7.2 MWW Group will indemnify Bell Pottinger against any loss, damage or other liability suffered as a result of any claim or proceedings arising in connection with work performed by MWW Group and its officers and employees under this agreement unless incurred wholly as a result of the negligence or default of Bell Pottinger or its officers or employees. Bell Pottinger will indemnify MWW Group against any loss, damage or other liability suffered as a result of any claim or proceedings arising in connection with work performed by MWW Group and its officers and employees under this agreement unless incurred wholly as a result of the negligence or default of MWW Group or its officers or employees.

7.3 MWW Group warrants that MWW Group will have in place and will continue to have in place for the duration of this agreement professional indemnity insurance with a worldwide territorial cover to a minimum of £10million. The underwriter should be notified of Bell Pottinger's interest in the policy.

Clause 8: Ownership and custody of material

MWW Group shall offer all materials back to Bell Pottinger and in the event that Bell Pottinger has confirmed that they do not want such materials returned to them then MWW Group may be entitled to destroy or otherwise dispose of any property of Bell Pottinger remaining in its custody more than two years after the termination of the agreement.

Clause 9: Non-solicitation

MWW Group shall not employ any of Bell Pottinger's staff during the period of the agreement or for a period of one year after the agreement has finished, without

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the written consent of Bell Pottinger. Bell Pottinger shall not directly or indirectly employ any of MWW Group's employees during the term of this agreement and for a period of one (1) year after this agreement is terminated.

Clause 10: Variation

These terms and conditions may only be varied by the written agreement of both parties.

Clause 11: Notices

Any notice to be given hereunder shall be in writing and sent by first class post addressed to the registered office of the addressee. Any notice given shall be deemed to be served 24 hours after posting.

Clause 12: Force Majeure

If due to war, terrorist activity, strikes, industrial action, lockouts, accidents, fire, blockade, import or export embargo, natural catastrophes or other obstacles over which either party has no control either party fails to complete some aspect of its obligations in accordance with this agreement, neither party shall be held responsible for any loss or damage which the other party may thereby incur.

Clause 13: Confidential Information

MWW Group and Bell Pottinger shall treat all recommendations and reports submitted by MWW Group to Bell Pottinger and paid for by Bell Pottinger as confidential, unless otherwise agreed. MWW Group shall treat all information provided to them by Bell Pottinger as confidential unless otherwise agreed, or unless it is already in the public domain, or pursuant to a court order.

Clause 14: Conflicts of Interest

MWW Group confirms that it does not, at the time of signing the agreement and to the best of MWW Group's knowledge, work for any client that would have a conflict of interest with Bell Pottinger's client in relation to the specific services listed in this agreement.

Clause 15: Applicable law

This agreement shall be governed by English law and disputes are to be settled in the English courts.

SCHEDULE OF SERVICES

Objective:

- To lobby US government and opinion formers, directly and through the media, to support the government of President Kumaratunga and to put pressure on the Tamil Tigers to agree to a cease-fire and to enter into peace talks.
- Assist in on-the-ground support for any visits by the President of Sri Lanka or members of the Sri Lankan government to the USA.

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- Put in place political and/or media monitoring processes to support these aims.
- Liaise with Sri Lankan Embassy and/or Consular staff.

Strategy:

To mobilise US political and public affairs audiences in support of the Sri Lankan government and its policy positions:

Programme:

Short-term - To persuade the State Department to stop discouraging US citizens from visiting the country for 'non-essential' business and to start sending out positive messages in support of the creation of a strong government.

Medium-term - To mobilise the State Department, relevant figures in the Bush Administration and key people within Congress to add their support to calls for the Tamil Tigers to agree to a cease-fire.

The programme would involve targeted briefings of key figures within the State Department and Congress. Bell Pottinger will work with the MWW Group to help to deliver this programme.

Monitoring:

MWW Group will provide the following information to Bell Pottinger on behalf of the client.

- Daily briefing notes on the political and media scene in the US and relevant issues relating to the government of Sri Lanka and HE the President in particular.
- Monthly activity reports including a synopsis of the current political position and recommended pro-active streams of activity to be carried out on behalf of the Sri Lankan government.

Fees:

For these services Bell Pottinger will pay a fee of UK£ 8,000.00 per month to be invoiced monthly in arrears.

The above fee does not include any out-of-pocket expenses and a fixed amount of UK£ 500.00 per month to cover telephone, fax, postage, stationery, photocopying, publication subscriptions and purchases, media and government monitoring expenses and entertaining costs will also be invoiced monthly in arrears.

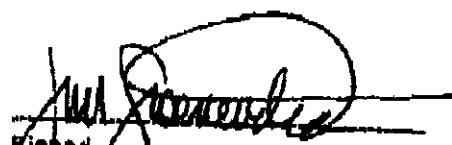
Any need for a substantial third party cost must be agreed in writing with Bell Pottinger before any such cost is incurred. For the avoidance of any doubt such

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substantial cost would be, but not confined to, air fares, accommodation, press
conference hiring facilities, food and beverages, etc


Signed
MWW Group
Jim Groenewald-VP of Finance


Signed
Bell Pottinger Communications

October 26, 2001
Date

29 October 2001
Date